

COOPERATION AGREEMENT

SALINE WETLANDS

This Cooperation Agreement ("Agreement") is made and entered into on this ____ day of _____, 2009, by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), and The Nature Conservancy, a non-profit corporation of the District of Columbia ("Conservancy"). This Agreement is a continuation of a similar cooperative agreement entered between the parties on or about April 20, 2006 (#C-030-0335, Resolution A-83818).

WHEREAS, the City has entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with the Nebraska Game and Parks Commission ("NGPC") and the Lower Platte South Natural Resource District ("NRD") to for the Saline Wetlands Conservancy Partnership ("SWCP"); and

WHEREAS, the City and the Conservancy have a common interest in the management of Nebraska's wildlife habitat and the wildlife resource; and

WHEREAS, the City and the Conservancy agree that habitat in Nebraska, particularly the rare and unique Eastern Nebraska Saline Wetlands, need to be properly protected, restored, and managed on both public and private lands; and

WHEREAS, in 2008, the City obtained a Nebraska Environmental Trust grant for the Eastern Saline Wetland Project ("Project"). The full-share partners of this Project are the City, NGPC, and NRD, hereinafter referred to as "Partners", who will supply matching funds to acquire rights in Eastern Nebraska's Saline Wetlands and to employ a coordinator; and

WHEREAS, the Conservancy wishes to enter into this Agreement with the City in order to become a partner of the SWCP; and

WHEREAS, the City and the Conservancy enter into this Agreement to outline the responsibilities of each party in establishing and furthering the SWCP and providing and hiring a coordinator, and to provide an instrument for cooperative development, administration, implementation, management and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands", herein after referred to as "Implementation Plan", attached and hereby incorporated into this Agreement as Attachment A.

NOW, THEREFORE, it is mutually agreed between the City and the Conservancy that this Agreement is entered into upon the following terms and conditions:

1. Purpose.

The Purpose of this Agreement is to further the interests of the SWCP as a cooperative exercise of authority among the parties without creating a separate joint entity and employ a coordinator for the Project. This Agreement provides a mechanism for the cooperative development, administration, implementation, management, and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands." (Attachment A)

2. Duration.

This Agreement shall continue for a term of three (3) years, beginning on the 1st day of March 2009, and terminating on the 28th day of February 2012.

3. City's Responsibilities. The City shall:

- a. Employ and supervise a coordinator during the term of this Agreement. The Conservancy shall participate in the selection process of the coordinator; however, the City retains the final hiring approval.
- b. Review, annually by March 15th, the administration, development, implementation, management, and evaluation of the SWCP and produce a written report of the review process.
- c. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- d. Be responsible for all obligations whatsoever which may occur or be required by Nebraska Workers' Compensation laws, tax law, or insurance laws in connection with the employment of the coordinator. The City shall hold harmless and indemnify the Commission, NRD, and Conservancy against any loss, expense, damage, claim or suit relating to any workers' compensation liability in the employment of the coordinator, except when any loss, expense, damage, claim or suit is caused by the negligence of the Commission, and/or NRD, and/or Conservancy.
- e. Pursuant to the Interlocal Agreement, the City shall reimburse the NRD annually in the amount of \$2,000 for the expenses associated with providing office space and meeting space, equipment and supplies for the coordinator.

f. Provide the Conservancy annually, on or about March 15th, a summary of accomplishments of the coordinator and an itemized expense list associated with employment of the coordinator.

4. The Coordinator.

- a. The coordinator shall be an employee of the City and shall neither be nor represented to be an employee of either the Commission, NRD, Conservancy.
- b. The coordinator's duties are described in Attachment C, which include working in conjunction with the Steering Committee.

5. NRD Responsibilities.

Pursuant to the Interlocal Agreement, the NRD shall provide office and meeting space, equipment and supplies for the coordinator as needed in order that the coordinator may fulfill his or her duties as described in Attachment C.

6. All parties' responsibilities. The parties shall:

- a. Not discriminate in employment of the coordinator on the basis of race, color, religion, sex, disability, or national origin.
- b. Have in place, during the term of this Agreement, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited.
- c. Work cooperatively for the purposes of promoting the conservation of Eastern Nebraska's Saline Wetlands.
- d. Agree to provide the dollar amount specified in the payment schedule (Attachment B) to the City as reimbursement for expenses associated with employing the coordinator. The expenses incurred by the coordinator in performance of duties will be payable upon consent of all parties.
- e. Be responsible for its pro rata share of any debts incurred by the City in the normal administration, development, implementation, management, and evaluation of SWCP. Such responsibility shall be limited to the amounts and schedule set forth in Attachment B.

7. Terms.

- a. To the fullest extent permitted by law, the parties shall indemnify defend and hold harmless each of the parties, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees,

arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of any party or qualified immunity of its employees or agents.

- b. Share equipment and staff for the management of all publicly owned areas within the eastern saline wetlands complex as determined necessary and mutually agreed upon.
- c. Share expenses associated with land acquisitions and land management activities, including costs for land appraisals and supplies for land management activities other than equipment.
- d. If one or more of the parties lacks sufficient funding for this project, each party has the right to terminate this Agreement. Each party shall be responsible for its share of accumulated costs of the project up to the time of termination. The terminating party must give all other parties a ninety (90) day notice before termination becomes effective.
- e. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the Eastern Saline Wetlands shall be divided as nearly as possible in portion to the funds provided according to this Agreement. If some or all of such property is not divisible, the City, NRD, Commission, or Conservancy shall have the option to acquire it by paying one or both of the other Partners the then market value of the property reduced by the proportional amount of the other Partners' original purchase contribution.

8. **Steering Committee.** The business and affairs of SWCP shall be conducted by the Steering Committee as follows:

- a. The Conservancy shall be a member of the Steering Committee of SWCP and shall appoint a representative from either its governing body or administrative staff to act on behalf of each party at any meeting of the Steering Committee. The following officers are hereby appointed by each Partner as Project Officers:
 - (1) City: Terry Genrich, 2740 A Street, Lincoln, Nebraska 68502 (402) 441-7939 or another employee as designated by the City of Lincoln.

- (2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503 (402) 471-5436 or another employee as designated by the Commission.
 - (3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, Nebraska 68501 (402) 476-2729 or another employee as designated by the NRD.
 - (4) Conservancy: Director, Eastern Nebraska Project Office, 1228 "L" Street, Suite 1, P.O. Box 38, Aurora, NE 68818-0438 (402)694-4191.
- b. Representatives of all Partners of this project will meet to develop the wetland conservation plan, create job descriptions, and review costs of the project. This committee will also recommend a coordinator for the City to hire.
 - c. The Steering Committee shall make recommendations to the City in regards to contracting with an affiliate party to further the goals of SWCP.
 - d. A representative of an affiliated party shall be appointed to the steering committee and shall be entitled to the same rights and responsibilities as the representatives for the City, Commission, NRD, and Conservancy.

9. Acquisition of land.

Any purchase of conservation easements and titles in fee simple of wetlands and associated uplands shall be made subject to the recommendation of the Steering Committee. The title to real property interests may be held by one or more of the parties to this Agreement subject to the recommendation of the Steering Committee and the consent of the party or parties which are to hold title.

10. Amendments.

This Agreement may be renewed, extended, or amended by mutual written consent of all the parties.

11. Use of Funds.

The City shall not use any of the funds provided by the Conservancy pursuant to this Agreement to:

- a. Attempt to influence legislation within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by the Conservancy;
- b. Participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.
- c. To support lobbying;

- d. Violate any applicable state, U.S. or host country laws and regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act or applicable anti-bribery laws and regulations and any applicable anti-terrorism laws and regulations;
- e. Provide grants to others without the Conservancy's written permission; or
- f. Support activities in which there is an appearance of, or actual conflict of interest between city and its employees, board members, or close relatives of employees or board members.

12. Conflict of Interest.

City certifies that the information provided on the Attachment E entitled Disclosure Form- The Nature Conservancy ("Disclosure Form") previously signed by City and submitted to the Conservancy is true and correct to the best of City's knowledge. City represents that in the event of a change in the information presented in Attachment E, City will notify the Conservancy immediately of such change. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Agreement, the Conservancy may elect to declare this Agreement null and void and immediately terminate it.

13. Interlocal Controls.

The Interlocal Agreement (Attachment D) is the controlling document for the SWCP. If any terms of this Agreement contradict the terms of the Interlocal Agreement, the term in the Interlocal Agreement shall apply.

14. Statement of Law.

This Agreement shall be subject to the laws of the State of Nebraska & ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF LINCOLN, NEBRASKA,
A municipal corporation,

DATED: _____

BY: _____
Chris Beutler, Mayor, CITY OF LINCOLN,
a political subdivision

THE NATURE CONSERVANCY,
A non-profit corporation of the District of
Columbia,

DATED: 2/9/09

BY: 
Mace Hack, State Director

ATTACHMENT A

IMPLEMENTATION PLAN FOR THE CONSERVATION OF NEBRASKA'S EASTERN SALINE WETLANDS

ATTACHMENT B

PAYMENT SCHEDULE

Saline Wetlands Conservation Partnership

DATE	CITY	COMMISSION	NRD	TNC
August 2009	\$26,500	\$26,500*		
February 2010			\$26,500*	\$26,500
August 2010	\$26,500	\$26,500*		
February 2011			\$26,500*	\$26,500
August 2011	\$26,500	\$26,500*		
February 2012			\$26,500*	\$26,500

*Coordinator Position

ATTACHMENT C

COORDINATORS DUTIES

ATTACHMENT D

INTERLOCAL AGREEMENT

ATTACHMENT E

DISCLOSURE FORM

Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands

March 26, 2003

By: Ted LaGrange, Nebraska Game and Parks Commission
Terry Genrich, City of Lincoln and County of Lancaster
Glenn Johnson and Dan Schulz, Lower Platte South Natural Resources District
Brent Lathrop, The Nature Conservancy

EXECUTIVE SUMMARY


Nebraska's Eastern Saline Wetlands are the most limited and endangered wetland type and vegetation community in the State and are considered critically imperiled in Nebraska. These wetlands provide habitat for a variety of native plant and animal species that depend on a saline environment, including two endangered species.


Because of their location in and around the city of Lincoln, saline wetlands are ideally located to provide recreational opportunities and flood protection. Past impacts have resulted in the degradation of nearly 90% of the saline wetlands and those remaining face continued threats.

Although several programs are in existence to address saline wetland conservation, they alone have not been able to ensure the long-term protection of this resource. This plan seeks a partnership approach to address the conservation of saline wetlands and the needs of the community. Its implementation will need cooperation among federal, state, and local agencies strengthened by the business knowledge of private enterprise, the energy and imagination of local conservation interests, and participation by private landowners to create pro-active programs, incentives, and strategies.

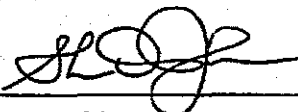
The Plan Goal is "No net loss of saline wetlands and their associated functions with a long-term gain in sustaining wetland functions through the restoration of hydrology, prescribed wetland management, and watershed protection". To meet this goal the Plan includes Comprehensive Strategies that address: 1) Hiring a Coordinator, 2) Outreach and Feedback, 3) Planning and Coordination, 4) Wetland Protection, 5) Priority Conservation Planning, 6) Stream Restoration, 7) Private Lands issues, 8) Taxes on public lands, 9) Research, and 10) Funding. Five Landscape Objectives are listed that address wetland protection and/or restoration for about 4,000 acres.

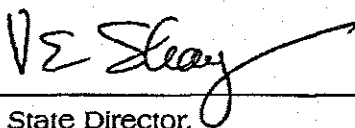
SIGNATURE PAGE

By: 
Coleen Seng, Mayor,
CITY OF LINCOLN

By: 
Bernie Heier, Chair,
LANCASTER COUNTY COMMISSIONERS

By: 
Rex Amack, Director
NEBRASKA GAME AND PARKS COMMISSION

By: 
Glenn Johnson, Manager
LOWER PLATTE SOUTH NATURAL RESOURCE DISTRICT

By: 
Vince Shay, State Director,
THE NATURE CONSERVANCY

INTRODUCTION

Nebraska's Eastern Saline Wetlands are the most limited and endangered wetland type and vegetation community in the State (Kaul 1975) and are considered critically imperiled in Nebraska (Clausen et al. 1989). Once extending over an area estimated to be in excess of 20,000 acres, less than 4,000 acres remain and many of these are highly degraded. They occur in swales and depressions within the floodplains of Salt Creek and its tributaries in Lancaster and southern Saunders counties (figure 1). The source of salinity for these wetlands is not fully understood, but it's postulated that it is from groundwater inflow that passes through a rock formation containing salts deposited by an ancient sea that once covered Nebraska (USDA 1996). Eastern Saline Wetlands are characterized by saline soils and salt-tolerant vegetation.

These wetlands provide habitat for a variety of native plant and animal species that depend on a saline environment. The state endangered Salt Creek tiger beetle (*Cicindela nevadica* var. *lincolni*) is found only in Eastern Saline Wetlands. In addition, Eastern Saline Wetlands are home to several saline plants that are found nowhere else in Nebraska, including saltwort (*Salicornia rubra*) that was recently added to the state's endangered species list. These wetlands are also particularly important as habitat for shorebirds during migration.

Eastern Saline Wetlands are also of historical significance since their presence spawned a short-lived salt extraction industry in the 1860's that led to the establishment of the city of Lincoln. This heritage is an important component in the need for the conservation of saline wetlands.

Functions and Values

Nebraska's Eastern Saline Wetlands provide habitat for a variety of wildlife species, and are particularly important as habitat for shorebirds and waterfowl during migration. The exposed saline mudflats provide an abundance of invertebrates as a food source. During the last century, more than 230 species of birds have been reported at the salt basins of Lancaster County (Farrar and Gersib 1991). Ten of these species are on the National Audubon Society's Blue List, and 13 are listed as species of special concern.

The Salt Creek tiger beetle, a very rare and geographically restricted subspecies, is found only on the open salt flats of Eastern Saline Wetlands. This beetle is a candidate for the Federal endangered/threatened species list and has been proposed for emergency listing.

Eastern Saline Wetlands are home to many salt-tolerant plants that are found

nowhere else in Nebraska. Three plant species found growing in Eastern Saline Wetlands are considered rare in Nebraska (Clausen et al. 1989) including saltmarsh aster (*Aster subulatus* var. *ligulatus*), saltwort, and Texas dropseed (*Sporobolus texanus*).

Wetlands, both saline and fresh, protect stream quality by filtering and collecting sediment from runoff water, and aid flood control by storing water after rain events and reducing peak flows. Eastern Saline Wetlands are no exception and play a particularly important role given their proximity to Lincoln. Buffer tracts and connecting corridors associated with the wetlands may also help stream quality by trapping agricultural chemical runoff from fields and preventing it from entering the stream flow.

Because of their location in and around the city of Lincoln and their proximity to Omaha, Eastern Saline Wetlands are ideally located to provide recreational opportunities. Bird watching, nature study, and waterfowl and pheasant hunting are the most common outdoor recreation activities pursued in these wetlands. Few wetland areas in Nebraska provide the educational opportunities afforded by the close proximity of these unique wetlands to so many students.

Loss and Threats

Inventory and assessment work by Gersib and Steinauer (1990) and Gilbert and Stutheit (1994) noted extensive wetland losses from expansion of the city of Lincoln and agricultural activities. They further noted that all existing saline wetlands identified in their inventory have experienced recognizable degradation. Eastern Saline Wetlands were given a priority 1 ranking in the *Nebraska Wetlands Priority Plan* due to extensive losses in the past (Gersib 1991).

Because the entire Eastern saline wetland complex is located in and near the city of Lincoln, past losses have been severe, and future threats from development activities are imminent. Saline wetland assessment work by Gersib and Steinauer (1990) indicated that 168 of 188 uncultivated wetland sites were considered to have a high or moderate vulnerability to future wetland degradation or loss.

Categories of threat to Eastern Saline Wetlands include drainage or filling, stream-bed degradation, agricultural conversion, residential or commercial development, road construction, sedimentation, and water pollution. Of these, commercial or residential development is considered to be the greatest threat. Commercial and residential development usually results in total wetland destruction and the loss of all related functions. In addition, one of the most serious long-term threats is the degradation (deepening) of stream channels that result in erosive lateral headcuts (gullies) that eventually drain wetlands, and could lead to locally declining water tables.

Need for a Conservation Partnership

Although several programs are in existence that can be used to address saline wetland conservation, they alone have not been able to ensure the long-term protection of this resource. As land uses continue to change around the remaining wetlands the functions these wetlands provide can not be sustained. This is not a desirable outcome for this unique resource or the people who live here.

Community support is present for the conservation of saline wetlands. Saline wetlands were a "core resource imperative" in the *Greenprint Challenge* (City of Lincoln and Lancaster County 2001), and a recent public attitude survey showed that 76% of the respondents were in agreement that public funds should be used to protect natural resources (Nutter 2000). Concern about rapid development and a changing way of life were also expressed in stake-holder interviews in the Little Salt Creek watershed (Gonzalez-Clements and Mantonya 2001). However, as was learned from a recent unsuccessful attempt to establish a partnership in the Little Salt Valley, care must be taken to clearly identify objectives and strategies when trying to accommodate the unique needs of a diverse set of stake-holders.

This plan seeks an alternative way to address the conservation of saline wetlands and the needs of the community. Its implementation will involve local, state, and federal agencies working in concert with private individuals and organizations to develop additional strategies and programs that encourage saline wetland conservation. The effort will be a holistic watershed approach to wetland conservation and have strong parallels to the highly successful Rainwater Basin Joint Venture (Gersib et al. 1992) and Sandhills Task Force (Mack 1993). The time is right for the creative application of existing programs and development of new approaches to address saline wetland conservation. It will require cooperation among federal, state, and local agencies strengthened by the business knowledge of private enterprise, the energy and imagination of local conservation interests, and participation by private landowners to create pro-active programs, incentives, and strategies.

This plan promotes the conservation of saline wetlands throughout Lancaster and southern Saunders counties (figure 1). Although this is the plan's purpose, it is recognized that this conservation may also address, at least in part, other functions such as providing green-ways and open space, recreation and education areas, flood protection, storm water management, sustainable agricultural lands, and habitat for endangered and threatened species.

Implementation of this plan will be the primary responsibility of the full-share partners (City of Lincoln, Lancaster County, Lower Platte South Natural Resources District, The Nature Conservancy, and the Nebraska Game and Parks Commission). The full-share partners will work closely with other partners to ensure that the plan is successful. The implementation will be administered by a Steering Committee consisting of representatives from the full-share partners and others as deemed

appropriate. The time period covered in the plan is 25 years, with updates to be made at 5 year intervals or as needed.

GOAL

No net loss of saline wetlands and their associated functions with a long-term gain in sustaining wetland functions through the restoration of hydrology, prescribed wetland management, and watershed protection.

COMPREHENSIVE STRATEGIES

The Comprehensive Strategies are not specific to any one property, but are broader in scope and are necessary for the overall successful conservation of saline wetlands. Some of these strategies will require additional objectives and action items that will be determined by the Steering Committee.

Comprehensive Strategy 1- Coordinator

Hire a coordinator to oversee the implementation of the conservation plan. The coordinator, working in conjunction with the Steering Committee and partners, will oversee day-to-day details such as schedules, assignments, and costs. A Cooperative Agreement and Position Description have been drafted.

Comprehensive Strategy 2- Outreach and Feedback

Inform the public about the need for the conservation of saline wetlands and obtain feedback from the public about how to improve the implementation of the plan.

Comprehensive Strategy 3- Planning and Coordination

Coordinate among agencies and organizations to incorporate the conservation of saline wetlands into their planning and operations when applicable.

Comprehensive Strategy 4- Wetland Protection

Maintain the remaining saline wetlands through a no net loss policy. Existing wetlands can be protected with already established laws (Clean Water Act, State of Nebraska Title 117, Farm Security and Rural Investment Act of 2002 [i.e., the farm bill]) and/or through new laws, local ordinances, and voluntary protection and restoration programs. Wetland mitigation projects following the *Mitigation Guidelines for Nebraska's Eastern Saline Wetlands* (Taylor and Krueger 1997) will help to ensure no net loss of saline wetlands.

Comprehensive Strategy 5- Priority Conservation Plan

Use Geographic Information System (GIS) data and input from experts to inventory and prioritize sites for the conservation of saline wetlands and their associated conservation zones. This information would form the basis of a

priority conservation plan for accomplishing the landscape objectives. Prioritization criteria could include site condition, threat to the wetland, presence of or potential to support endangered/threatened species and species of conservation concern, and restoration potential.

Comprehensive Strategy 6- Stream Restoration

Prevent further stream-bed degradation and restore stream grade and bank characteristics where possible.

Comprehensive Strategy 7- Private Lands

Support the historical stewardship of Eastern Saline Wetlands by private landowners. It is recognized that many existing saline wetlands are on private lands and have been sustained by private landowners. This plan needs to support those continued sustainable uses. In addition, participation in all projects funded through this plan will be voluntary.

Comprehensive Strategy 8- Taxes

Pay property taxes, as allowed under existing laws, on all parcels of land acquired by the partners.

Comprehensive Strategy 9- Research

Form a scientific advisory panel to prioritize research needs relating to the conservation of saline wetlands. A potential priority research need will be to better understand the hydro-geology of saline wetlands, especially sources of salinity and flood plain interactions, to better guide protection and restoration efforts.

Comprehensive Strategy 10- Funding

Identify sources and obtain funding to implement the conservation plan.

LANDSCAPE OBJECTIVES

Since implementation of Comprehensive Strategy 4 would ensure that, at least for now, there will be no net loss of wetlands by direct human-induced drainage, the landscape objectives focus on: 1) maintaining protection for some wetlands in case existing wetland protection laws change, 2) protecting the upland areas around the wetland to ensure that the wetlands will be sustainable, and 3) prescribing management of the wetlands to maintain wetland functions. This will require the application of different "tools" within different conservation zones in and around the wetland (figure 2). The different conservation zones include: 1) the delineated wetland, 2) a minimum 100 foot buffer around the entire wetland to provide wildlife habitat and protect water quality, 3) a minimum of an additional 500 foot buffer to provide wildlife habitat and to protect for compatible uses such as hunting, controlled burns and grazing (this buffer distance may be refined as new information becomes available), 4) connecting corridors between

wetlands to allow wildlife interchange, 5) the immediate wetland watershed (excluding the stream watershed), 6) the total wetland watershed (including the stream and associated flood plain), and 7) the scenic "viewshed" around the wetland to provide for open space and to minimize disturbance to wetland wildlife.

Freshwater wetlands are often located on floodplains in close association with saline wetlands. Although the landscape objectives focus on saline wetlands, it's recognized that freshwater wetlands also provide valuable functions and are in need of conservation. Where possible, the conservation of freshwater wetlands will be incorporated into the conservation of saline wetlands.

The landscape objectives are based on categorization data and maps compiled by an interagency team while conducting field site visits in the late 1980s and early 1990s (Gilbert and Stutheit 1994). The categorization data provide general guidance for planning purposes and should be verified through up-to-date on-site data collection and wetland delineation as needed for any project. Following is an abbreviated definition of the categories from the *Resource Categorization of Nebraska's Eastern Saline Wetlands*.

Category 1: Site currently provides saline wetland functions of high value or has the potential to provide high values following restoration or enhancement measures.

Category 2: Given current land use and degree of degradation, site currently provides limited saline wetland functions and low values. Restoration potential is low. These sites are so degraded that they are not considered as restorable in the Landscape Objectives section. If, in the future, a Category 2 wetland is determined to be restorable, then the restoration will be considered as contributing to Landscape Objective 4.

Category 3: Site is functioning as a freshwater wetland having freshwater plant communities on a saline soil. Currently provides freshwater wetland values and no feasible restoration measures exist to re-establish the historic salt source and saline plant associations.

Category 4: Site is functioning as a freshwater wetland having freshwater plant communities on a non-saline hydric soil.

Not Categorized (NC): These sites are mapped as wetlands on the National Wetland Inventory maps but access to the site was denied and the site could not be categorized. If and when these sites are categorized, the total acreage objective for each category will need to be adjusted accordingly.

Category 1 wetlands were further classified by Nebraska Game and Parks

wetland program staff as intact or degraded based on field notes and site specific knowledge. Wetlands were considered protected if they were under ownership (either fee title or easement) by the City of Lincoln, Lancaster County, Lower Platte South Natural Resources District, The Nature Conservancy, the Nebraska Game and Parks Commission, the Natural Resources Conservation Service, or the Nebraska Department of Roads (wetland mitigation sites) as of September 2001.

Objective 1: Permanently protect 100% (148 ac.) of intact unprotected Category 1 saline wetlands and their associated conservation zones to ensure that the wetlands and their functions are sustained.

Strategy 1: Use easements purchased from willing sellers to permanently protect approximately 50% (74 ac.) of intact Category 1 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 2: Use fee-title acquisition from willing sellers to permanently protect approximately 50% (74 ac.) of intact Category 1 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 3: Use private lands programs and local ordinances to provide for sustainable uses in the immediate wetland watershed.

Objective 2: Restore and Protect 80% (1,412 ac.) of unprotected degraded Category 1 saline wetlands and their associated conservation zones to ensure that the wetlands and their functions are sustained.

Strategy 1: Use easements purchased from willing sellers to permanently restore and protect approximately 40% (706 ac.) of degraded Category 1 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 2: Use fee-title acquisition from willing sellers to permanently restore and protect approximately 40% (706 ac.) of degraded Category 1 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 3: Use private lands programs and local ordinances to provide for sustainable uses in the immediate wetland watershed.

Objective 3: Restore (to intact Category 1 wetlands) and Protect 50% (167 ac.) of unprotected Category 3 saline wetlands and their associated conservation zones to ensure that the wetlands and their functions are sustained as intact Category 1 wetlands.

Strategy 1: Develop restoration techniques to successfully re-establish salinity sources to restore Category 3 wetlands to Category 1 wetlands.

Strategy 2: Use easements purchased from willing sellers to permanently restore and protect approximately 25% (84 ac.) of intact Category 3 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 3: Use fee-title acquisition from willing sellers to permanently restore and protect approximately 25% (84 ac.) of intact Category 3 saline wetlands and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 4: Use private lands programs and local ordinances to provide for sustainable uses in the immediate wetland watershed.

Objective 4: Restore (to intact Category 1 wetlands) and protect 50 % (2, 360 ac.) of unprotected current non-wetland areas on saline hydric soils so that they become intact and sustained Category 1 saline wetlands.

Strategy 1: Use easements purchased from willing sellers to permanently protect approximately 25% (1,180 ac.) of current non-wetland areas on saline hydric soils and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 2: Use fee-title acquisition from willing sellers to permanently protect approximately 25% (1,180 ac.) of current non-wetland areas on saline hydric soils and an associated 600 foot buffer to ensure that the wetlands are sustained.

Strategy 3: Use private lands programs and ordinances to provide for sustainable uses in the immediate wetland watershed.

Objective 5: Manage 100% of restored and protected saline wetlands to maintain their associated functions.

Strategy 1: Develop an agreement and procedures to determine which partner will manage acquired properties. This may be incorporated into the planning for REPOSA (Regional Park Open Space Authority), a regional entity capable of jointly owning and, where appropriate, jointly managing Greenprint (City of Lincoln and Lancaster Co. 2001) properties.

Strategy 2: Develop prescribed management plans for each area protected.

Strategy 3: Use private lands program to provide management assistance to privately owned wetlands.

Table 1. Summary of wetland acres protected and/or restored by landscape objective.

--	--

Objective	Acres of Wetland Protected and/or Restored
1- Protected Category 1	148
2- Restored and Protected Category 1	1,412
3- Restored and Protected Category 3	167
4- Restored and Protected saline soils that are currently non-wetland	2,360
TOTAL	4,087

REFERENCES

- City of Lincoln and Lancaster County. 2001. Greenprint Challenge. 66 pp.
- Clausen, M., M. Fritz, and G. Steinauer. 1989. The Nebraska natural heritage program a two year progress report. Nebr. Nebraska Game and Parks Commission. Lincoln. 154 pp.
- Cunningham, D. 1985. Villians, Miscreants, and the Salt of the Earth. NEBRASKAland. Nebraska Game and Parks Commission. July pp. 14-19 and Oct. pp.14-19 and 48.
- Ducey, J. 1985. Nebraska's salt basin going, going, nearly gone. NEBRASKAland. July. Nebraska Game and Parks Commission. pp. 20-24.
- Ducey, J.E. 1987. Biological Features of Saline Wetlands in Lancaster County, Nebraska. Transactions of the Nebraska Academy of Sciences and Affiliated Societies. Lincoln, Neb. pp. 5-14
- Farrar, J., and R.A. Gersib. 1991. Nebraska salt marshes: Last of the least. NEBRASKAland. June. Nebraska Game and Parks Commission. pp. 1-23.
- Farrar, J. 2001. Rock Creek wetlands. NEBRASKAland. April. Nebraska Game and Parks Commission. pp. 10-19.
- Forsberg, M. 1999. Wanderings in a salt marsh. NEBRASKAland. May. Nebraska Game and Parks Commission. pp. 38-45.
- Gersib, R.A. and G. Steinauer. 1990. An inventory and general assessment of Eastern

- Nebraska saline wetlands in Lancaster and southern Saunders Counties. Nebraska Game and Parks Commission. Lincoln, Neb. 23 pp.
- Gersib, R.A. 1991. Nebraska Wetlands Priority Plan. Nebraska Game and Parks Commission.
- Gersib, R.A., K.F. Dinan, J.D. Kauffeld, M.D. Onnen, P.J. Gabig, J.E. Cornely, G.E. Jasmer, J. M. Hyland, K.J. Strom. 1992. Looking to the Future: An Implementation Plan for the Rainwater Basin Joint Venture. Nebraska Game and Parks Commission. Lincoln, Neb. 56pp.
- Gilbert, M.C. and R.G. Stutheit, eds. 1994. Resource categorization of Nebraska's Eastern Saline Wetlands. Prepared for the Eastern Nebraska Saline Wetlands Interagency Study Project. U.S. Army Corps of Engineers, Omaha Dist. and Nebraska Game and Parks Commission. 18 pp.
- Gonzalez-Clements, E., and K. Mantonya. 2001. Little Salt Watershed Saline Wetland Conservation Initiative, Fall 2000-Spring 2001, Final Report. Development Systems/Applications International, Inc., Lincoln.
- Hansen, K. 2001. Salt Creek Tiger Beetle Cabinet Report Update, Final Draft of Preliminary Findings. Produced by Lighthouse Consulting for the City of Lincoln. 7 pp.
- Kaul, R.B. 1975. Vegetation of Nebraska (circa 1850). Univ. of Nebraska- Lincoln, Conservation and Survey Division. Map.
- LaGrange, T.G. 1997. A Guide to Nebraska's Wetlands and Their Conservation Needs. Nebraska Game and Parks Commission, Lincoln, Neb. 37 pp.
- Mack, Gene D., ed. 1993. Sandhill Management Plan: A Partnership Initiative. U.S. Dept. of the Interior, Fish and Wildlife Service. Kearney, Neb., 15 pp.
- Nutter, D. 2000. Narrative Report of the Results of A Study of Public Attitudes and Opinions Regarding Various Planning and Development Issues in Lincoln and Lancaster. Prepared by Sigma Group, L.L.C. for the City of Lincoln and Lancaster Co., Neb. 43 pp.
- Shirk, C.J. 1924. An ecological study of the vegetation of an inland saline area. M.S. Thesis, Univ. Nebr. Lincoln, Neb. 124 pp.
- Spomer, S.M. and L.G. Higley. 1993 Population Status and Distribution of the Salt Creek Tiger Beetle. *Cicindela Nevadica Lincolniana* Casey (Coleoptera: Cicindelidae). Journal of the Kansas Entomological Society. 66(4) pp. 392-398.

Tate, J., Jr. 1986. The blue list for 1986. *Am. Birds* 20:227-236.

Taylor, T.J., and L.D. Krueger, eds. 1997. Mitigation guidelines for Nebraska's Eastern Saline Wetlands. Prepared for the Eastern Saline Wetlands Interagency Study Project. U.S. EPA, Region VII, and U.S. Army Corps of Engineers, Omaha, District. 46 pp.

Ungar, W., W. Hogan, and M. McClelland. 1969. Plant communities of saline soils at Lincoln, Nebraska. *Amer. Midland Nat.* 82:564-577.

U.S. Department of Agriculture. 1996. Rock Creek Saline Wetland Cooperative River Basin Study. Natural Resources Conservation Service, Lincoln, NE. 85 pp.

Zlotsky, A., and J. Yost. 1998. Little Salt Fork Marsh Preserve: Restoration of an inland saline wetland. *Land and Water*, September/October issue, pp 49-51.

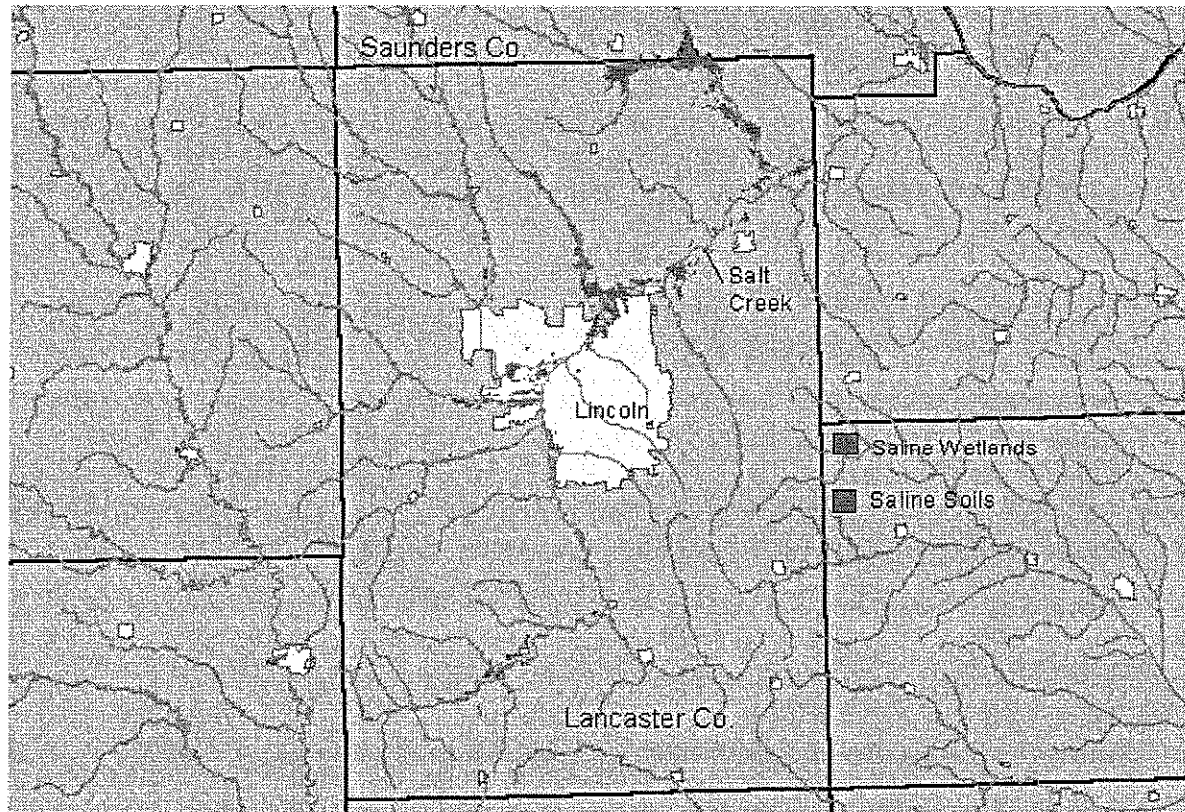


Figure 1. Location of saline wetlands and soils in Lancaster and Southern Saunders counties.

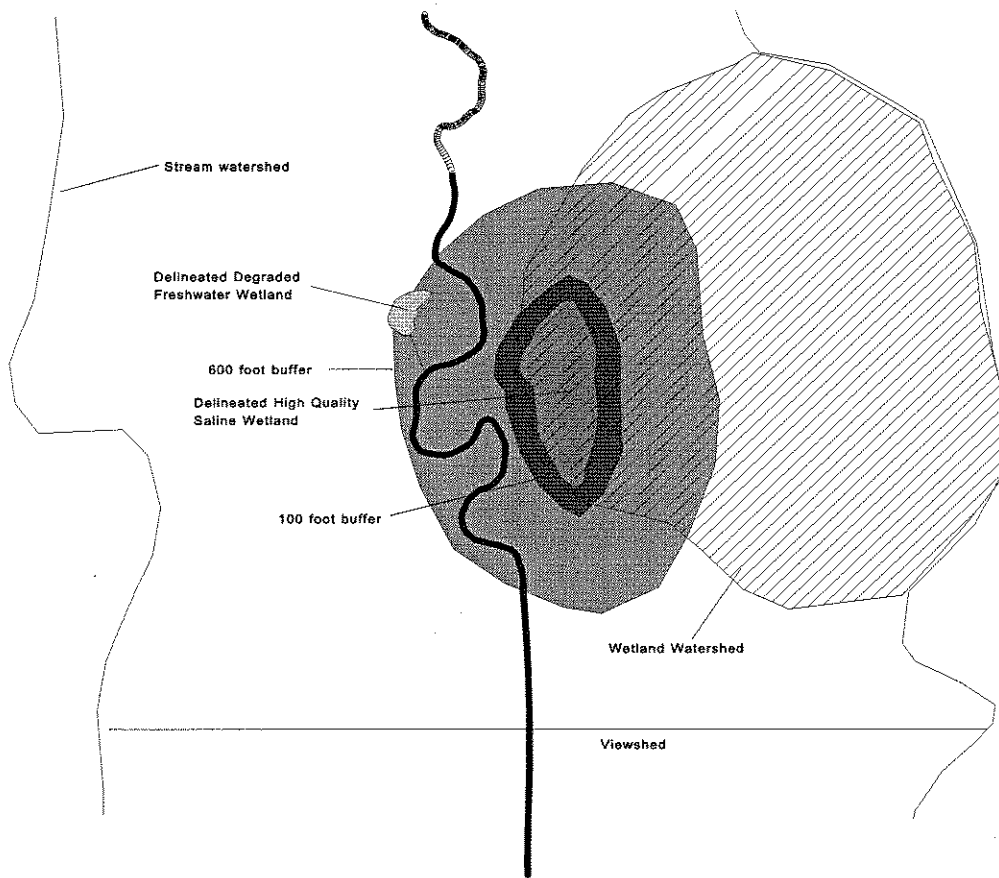


Figure 2. Saline wetland conservation zones, a hypothetical example.

EMPLOYEE: Tom Malmstrom
POSITION: PARC PLANNER II
SECTION: NATURAL RESOURCES
EFFECTIVE DATE: 4-17-07

EMPLOYEE'S SIGNATURE: Tom Malmstrom
SUPERVISOR'S SIGNATURE: Jan G. Smith

PRIORITY LEVEL: ESSENTIAL
8 pts.

RESPONSIBILITIES		ACTIONS NECESSARY TO MEET RESPONSIBILITIES	
1.	Responsible for developing and coordinating natural resource projects such as the E. Saline Wetland Project.	1.a.	Provides leadership in developing and implementing natural resource plans such as the E. Saline Wetlands Plan.
		1.b.	Responsible for seeking information on property, negotiating and acquiring natural resources and buffer areas identified according to established priorities for acquisition.
2.	Responsible for implementing the conservation plan for natural resource projects such as the E. Saline Wetlands projects.	1.c.	Works with other agencies and organizations involved in resource protection, being able to identify with people, building effective relationships with farmers, scientists, government representatives, community leaders, elected officials, corporate representatives and volunteers.
		1.d.	Works independently resolving problems or in consultation with the supervisor to solve unusual or complex problems.
3.	Develops broad based community support for the project to achieve short term and long range goals for natural resource protection.	1.e.	Develops, directs and manages multiple projects, creates and follows timelines, and flexible to make changes as needed.
		1.f.	Communicates effectively both orally and written with the project team, subordinates and others involved in this and related projects.
4.	Assists with budget development as well as assists with seeking additional funds.	2.a.	Assess land acquired and initiates management plan for parcel based on technical information on each parcel and following all federal, state and local regulations.
		2.b.	Oversees contracts for research and restoration work related to natural resource projects.
3	3 pts.	2.c.	Coordinates efforts of other agencies and organizations involved with natural resource protection including the saline wetland and related fauna and flora protection.
		2.d.	Supervises subordinates including volunteers providing motivation, leadership and management abilities.
3	3 pts.	2.e.	Makes recommendations on needed/desired changes to the conservation plan.
		3.a.	Conducts educational seminars and programs for the public on the importance and value of various natural resources.
3	3 pts.	3.b.	Conducts periodic public forums on the progress of the project and to provide information as needed.
		3.c.	Develops promotional and educational material on the importance of saline wetland and about the program.
3	3 pts.	3.d.	Acts as a resource to others to solve problems.
		4.a.	Monitors the budget staying within the amount provided by funding sources.
3	3 pts.	4.b.	Negotiates and contracts with vendors.
		4.c.	Accounts for all funds spent on acquisition as well as operating expenditures, following established guidelines and procedures.
3	3 pts.	4.d.	Assists in seeking additional funds through grants, other agencies and private donations.

INTERLOCAL COOPERATION AGREEMENT

SALINE WETLANDS

This Cooperation Agreement ("Agreement") is made and entered into on this 20th day of April, 2006, by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), the Nebraska Game and Parks Commission, an agency of the State of Nebraska ("Commission"), and the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska ("NRD").

WHEREAS, all parties are authorized by the statutes of the State of Nebraska, including the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., as amended, to enter into cooperative agreements for the mutual benefit of the parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, all parties have an interest in the management of Nebraska's wildlife habitat and the wildlife resource; and

WHEREAS, the parties agree that habitat in Nebraska, particularly the rare and unique Eastern Nebraska Saline Wetlands, need to be properly protected, restored, and managed on both public and private lands; and

WHEREAS, in 2005, the City obtained a Nebraska Environmental Trust grant for the Eastern Saline Wetland Project ("Project"). The parties to this Agreement will supply matching cash funds to acquire rights in Eastern Nebraska's Saline Wetlands and to employ a project coordinator; and

WHEREAS, the parties desire to continue the Saline Wetland Conservation Partnership ("SWCP") in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. Purpose.

The Purpose of this Agreement is to further the interests of the SWCP as a cooperative exercise of authority among the parties without creating a separate joint entity and employ a coordinator for the Project. This Agreement provides a mechanism for the cooperative development, administration, implementation, management, and evaluation of the "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands." (Attachment A)

2. Duration.

This Agreement shall continue for a term of three (3) years, beginning on the 1st day of March 2006, and terminating on the 28th day of February 2009.

3. City's Responsibilities. The City shall:

- a. Employ and supervise a coordinator during the term of this Agreement. All parties shall participate in the selection process of the coordinator; however, the City retains the final hiring approval.
- b. Review, annually by January 15th, the administration, development, implementation, management, and evaluation of the SWCP and produce a written report of the review process.
- c. Contract with affiliated parties, agencies, entities, and consulting firms to promote the goals of the SWCP.
- d. Be responsible for all obligations whatsoever which may occur or be required by Nebraska Workers' Compensation laws, tax law, or insurance laws in connection with the employment of the coordinator. The City shall hold harmless and indemnify the Commission and NRD against any loss, expense, damage, claim or suit relating to any workers' compensation liability in the employment of the coordinator, except when any loss, expense, damage, claim or suit is caused by the negligence of the Commission and/or NRD.
- e. Reimburse the NRD annually in the amount of \$2,000 for the expenses associated with providing office space and meeting space, equipment and supplies for the coordinator.

- f. Provide all other parties annually, on or about January 15th, a summary of accomplishments of the coordinator and an itemized expense list associated with employment of the coordinator.

4. **The Coordinator.**

- a. The coordinator shall be an employee of the City and shall neither be nor represented to be an employee of either the Commission or NRD.
- b. The coordinator's duties are described in Attachment C, which include working in conjunction with the Steering Committee.

5. **NRD Responsibilities.**

The NRD shall provide office and meeting space, equipment and supplies for the coordinator as needed in order that the coordinator may fulfill his or her duties as described in Attachment C.

6. **All parties' responsibilities.** The parties shall:

- a. Not discriminate in employment of the coordinator on the basis of race, color, religion, sex, disability, or national origin.
- b. Have in place, during the term of this Agreement, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited.
- c. Work cooperatively for the purposes of promoting the conservation of Eastern Nebraska's Saline Wetlands.
- d. Agree to provide the dollar amount specified in the payment schedule (Attachment B) to the City as reimbursement for expenses associated with employing the coordinator. That expenses incurred by the coordinator in performance of duties payable upon consent of all parties.
- e. Responsible for its pro rata share of any debts incurred by the City in the normal administration, development, implementation, management, and evaluation of SWCP.

7. **Terms.**

- a. To the fullest extent permitted by law, the parties shall indemnify defend and hold harmless each of the other parties, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or anyone directly or indirectly employed by the party, or anyone for whose acts any of them may be liable. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of any party or qualified immunity of its employees or agents.
- b. Share equipment for the management of all publicly owned areas within the eastern saline wetlands complex as determined necessary and mutually agreed upon.
- c. If one or more of the parties lacks sufficient funding for this project, each party has the right to terminate this Agreement. Each party shall be responsible for its share of accumulated costs of the project up to the time of termination. The terminating party must give all other parties a ninety (90) day notice before termination becomes effective.
- d. Upon termination of this Agreement, all personal property and support equipment used in the management of property within the eastern saline wetlands shall be divided as nearly as possible in portion to the funds provided according to this Agreement. If some or all of such property is not divisible, the City, NRD, or Commission shall have the option to acquire it by paying one or both of the other parties the then market value of the property reduced by the proportional amount of the other party's original purchase contribution.

8. **Steering Committee.** The business and affairs of SWCP shall be conducted by the Steering Committee as follows:

- a. Each party shall be a member of the Steering Committee of SWCP and shall appoint a representative from either its governing body or administrative staff to act on behalf of each party at any meeting of the Steering Committee. The following officers are hereby appointed by each party as Project Officers:
 - (1) City: Terry Genrich, 2740 A Street, Lincoln, Nebraska 68502 (402) 441-7939 or another employee as designated by the City of Lincoln.
 - (2) Commission: Ted LaGrange, P.O. Box 30370, Lincoln, Nebraska 68503 (402) 471-5436 or another employee as designated by the Commission.
 - (3) NRD: Dan Schulz, P.O. Box 83581, Lincoln, Nebraska 68501 (402) 476-2729 or another employee as designated by the NRD.
- b. Representatives of all parties of this project will meet to develop the wetland conservation plan, create job descriptions, and review costs of the project. This committee will also recommend a coordinator for the City to hire.
- c. The Steering Committee shall make recommendations to the City in regards to contracting with an affiliate party to further the goals of SWCP.
- d. A representative of an affiliated party shall be appointed to the steering committee and shall be entitled to the same rights and responsibilities as the representatives for the City, Commission, and NRD.

9. Acquisition of land.

Any purchase of conservation easements and titles in fee simple of wetlands shall be made subject to the recommendation of the Steering Committee. The title to real property interests may be held by one or more of the parties to this Agreement subject to the recommendation of the Steering Committee and the consent of the party or parties which are to hold title.

10. Amendments.

This Agreement may be renewed, extended, or amended by mutual written consent of all the parties.

11. Statement of Law.

This Agreement shall be subject to the laws of the State of Nebraska & ordinances of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

DATED:

4/20/06

BY:

CITY OF LINCOLN, NEBRASKA,
A municipal corporation,

Coleen J. Seng
Coleen J. Seng, Mayor, CITY OF LINCOLN, a
political subdivision

DATED:

2/17/06

BY:

Kirk Nelson
Kirk Nelson, Assistant Director
NEBRASKA GAME AND PARKS COMMISSION, a
political subdivision

DATED:

2-16-06

BY:

Glenn Johnson
Glenn Johnson, General Manager
LOWER PLATTE SOUTH NATURAL RESOURCES
DISTRICT, a political subdivision

Attachment E Disclosure Form

It is the policy of The Nature Conservancy ("TNC") to identify real or perceived conflicts of interest involving any party with whom TNC is entering into a transaction. To assist TNC in complying with this policy, we request that all individuals and/or "entities" (other than TNC) that will be involved in this transaction complete this form.

I. TRANSACTION INFORMATION *(to be completed by TNC staff)*

A. Real Estate Transactions

Site (Tract):

Check one:

TNC acquisition: ☐

TNC sale: ☐

Check one:

Fee interest: ☐

Conservation easement: ☐

Other (describe):

Acreage:

Location (Country,
state/province, county/other
local unit):

B. Non-Real Estate Transactions (non-real estate contracts, grants to other non-profits, and other transactions)

Describe: Financial support of Cooperation Agreement

C. Total dollar value of transaction: \$ 75,000.00

II. NAMES OF PARTIES TO THE TRANSACTION: *Please identify all individuals and/or entities (other than TNC) that will be involved in this transaction. An "entity" includes a corporation, partnership, trust, estate, joint venture, unincorporated affiliation, or public board, commission, or not-for-profit organization.*

City of Lincoln, Nebraska

INDIVIDUALS ANSWER SECTIONS III AND V; ENTITIES ANSWER SECTIONS IV AND V.

III. QUESTIONS FOR EACH INDIVIDUAL IDENTIFIED IN SECTION II:

Are you: <i>(please attach an explanation for any "Yes" answers)</i>	Yes	No
A. a TNC employee (now or during the last 12 months)		
B. a member of TNC's Board of Directors (now or during the last 12 months)		
C. a TNC Chapter Trustee/Advisor (now or during the last 12 months)		
D. a Major Donor of TNC- A " <u>major donor</u> " is an individual or organization that has made a gift or pledge of US\$100,000 or more at any one time or cumulatively within the last 5 years in cash, appreciated securities or other assets, or in land, easement, or bargain-sale value		

E. an other insider of TNC - " <u>Other insiders</u> " of TNC include individuals such as former members of TNC's Board of Directors, former Chapter Trustees, members of TNC advisory boards or committees, members of TNC's President's Conservation Council, volunteers or former employees of TNC who, by virtue of their <u>current</u> involvement or their involvement within the past 12 months with TNC either have access to "inside information" that could place them within a conflict situation or could give the appearance of such persons having the ability to unduly influence TNC. Depending on circumstances, an independent contractor, grantee, other outside party or their employees may be an "other insider" if that person or entity has access to "inside information." " <u>Inside information</u> " consists of any material information that is identified as confidential and proprietary and pertains to the business and affairs of TNC, whether related to a specific transaction or to matters relating to TNC's interests, activities and policies.		
F. to your knowledge, a close relative of any individual described in A-E, above- A " <u>close relative of an individual</u> " includes (a) his or her spouse, in-laws(father, mother, brother, sister, son and daughter in-laws), natural or adopted children, parents and/or step-parents, grandchildren, grandparents, brothers and sisters; (b) any person who shares living quarters with the individual under circumstances that closely resemble a marital relationship; and (c) any person who is financially dependent upon the individual?		

IV. QUESTIONS FOR EACH ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for any "Yes" answers:</i>	Yes	No
A. Is the entity a TNC "major donor" or "other insider"? (as those terms are defined in III D & E, above.)		X
B. To your knowledge, does any current or former TNC employee, current or former TNC Board member, current or former (for these purposes, former means within the last 12 months) Chapter Trustee/Advisor, "major donor", "other insider" of TNC, or any "close relative" of any of the foregoing:		X
1. Own directly or indirectly more than 5% of the equity or any voting security in the entity?		X
2. Serve as a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serve in a fiduciary capacity or hold a substantial beneficial interest in the entity?		X
3. Have legal or de facto power to control the election of a majority of directors of the organization or to control the management or policies of the entity?		X

V. QUESTION FOR EACH INDIVIDUAL AND/OR ENTITY IDENTIFIED IN SECTION II:

<i>Please attach an explanation for a "Yes" answer.</i>	Yes	No
To your knowledge, do you, or does the entity, own or control a " related organization " that is also a " major donor " or an " other insider " of TNC (as those terms are defined in III D & E, above)?		X
<p>For purposes of this question, an organization is a "related organization" if any individual or entity identified in Section II:</p> <ul style="list-style-type: none"> • Owns directly or indirectly more than 5% of the equity or any voting security in the organization, or • Serves as an officer, director, or partner, or otherwise has the ability to control management and policies of the organization. 		

Signatures of all the individuals and/or signatures on behalf of all entities identified in Section II:

Coleen J. Seng (see agreement)

04/20/2006

Name of individual

Date

Entity name:

City of Lincoln, Nebraska

Signed by:

Date

06R-75

Introduce: 4-10-06

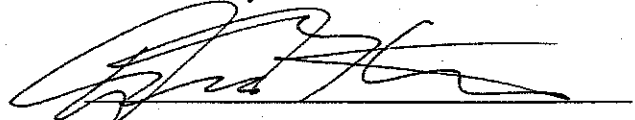
RESOLUTION NO. A- 83818

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the attached Cooperation Agreement for Saline Wetlands between the City of
3 Lincoln, and the Nature Conservancy, for the Saline Wetlands Conservation Partnership for the
4 implementation of a Conservation Plan for Eastern Nebraska Saline Wetland, upon the terms
5 and conditions as set forth in said Agreement, is hereby approved and the Mayor is authorized
6 to execute said Agreement on behalf of the City. The three-year Agreement provides for the
7 cooperative development, administration, implementation, management, and evaluation of the
8 "Implementation Plan for the Conservation of Nebraska's Eastern Saline Wetlands."

9 The City Clerk is hereby directed to transmit a copy of the executed original Agreement
10 to The Nature Conservancy Director, Central Nebraska Project Office, P.O. Box 38, Aurora, NE
11 68818-0438.

Introduced by:

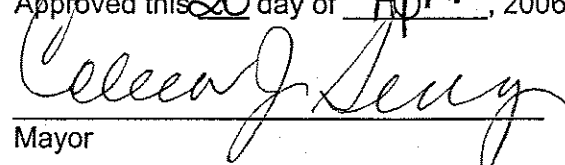


AYES: Camp, Cook, Eschliman,
Marvin, McRoy, Newman,
Svoboda; NAYS: None.

Approved as to Form & Legality:


City Attorney

ADOPTED
APR 17 2006
BY CITY COUNCIL

Approved this 20th day of Apr., 2006:

Mayor